

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA7	<b>Page</b> 1 of 39
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W15P7T-04-B-F422		<b>4. Type of Solicitation</b> Sealed Bid (IFB)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCB-RT-H FORT MONMOUTH, NJ 07703-5008			<b>Code</b> W15P7T	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> KIM TAFE <b>E-mail address:</b> KIM.TAFE@MAIL1.MONMOUTH.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (732)532-1583
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	23
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	10	X	J	List of Attachments	27
X	D	Packaging and Marking	15	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	17	X	K	Representations, Certifications, and Other Statements of Offerors	28
X	F	Deliveries or Performance	18				
X	G	Contract Administration Data	19	X	L	Instrs., Conds., and Notices to Offerors	37
X	H	Special Contract Requirements	21	X	M	Evaluation Factors for Award	39

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
<b>Code</b>			<b>Code</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1 52.6106	NOTICE: SOLICITATION OMBUDSMAN	JAN/2004
(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.		
(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer (PCO), JOYCE AMBROSE (732) 427-1395. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least 5 days prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:		

Commander, US Army CECOM  
CECOM Acquisition Center  
Solicitation Ombudsman  
Attn: Ms. Diane L. Meickle  
AMSEL-ACCS-B  
Fort Monmouth, NJ 07703-5008

1. THE PURPOSE OF SOLICITATION NUMBER W15P7T-04-B-F422, IS TO PROCURE THE BOOM MICROPHONE, PART OF THE H-374 HEADSET, NSN: 5965-01-419-4982. DRAWING NUMBER FOR THIS ITEM IS A3206343.
2. THIS WILL BE A FIRM FIXED-PRICE, INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT.
3. THIS EFFORT WILL BE A SMALL BUSINESS SET ASIDE.
3. EARLY DELIVERY AT NO ADDITIONAL COST TO THE GOVERNMENT IS ACCEPTABLE AND ENCOURAGED.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT											
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS															
0001	NSN: 5965-01-419-5982 FSCM: 80063 PART NR: A3206343 SECURITY CLASS: Unclassified															
0001AA	<u>BOOM, MICROPHONE - YEAR 1</u>  NOUN: BOOM, MICROPHONE  <u>RANGE QUANTITIES YEAR 1</u>  <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>49</td><td>\$</td></tr><tr><td>50</td><td>200</td><td>\$</td></tr><tr><td>201</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>1000</td><td>\$</td></tr></table>  RANGE QUANTITIES ARE SET FORTH ABOVE.  THIS IS A FIVE (5) YEAR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT. SEE CLAUSES IN SECTION I, ENTITLED "ORDERING" (FAR 52,216-18) AND "ORDERING LIMITATIONS" (FAR 52.216-19)  SUPPLY YEAR WILL CONSIST OF 12 MONTHS COMMENCING FROM THE DATE OF AWARD THROUGH 12 MONTHS THEREAFTER. (DATES PROVIDED UPON AWARD) SEE SECTION M FOR EVALUATION FORMULA.  THE RANGE/QUANTITIES ARE NOT TO BE CONSTRUED AS YEARLY REQUIREMENTS.  	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	49	\$	50	200	\$	201	500	\$	501	1000	\$
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>DELIVERY ORDERS. EACH DELIVERY ORDER SHALL SET FORTH QUANTITY, DESCRIPTION, DELIVERY SCHEDULE, SHIPPING INSTRUCTIONS AND UNIT PRICE.</p> <p>(End of narrative F001)</p> <p><u>DELIVERY SCHEDULE</u></p> <p>50 EACH 90 DAYS AFTER AWARD OF CONTRACT 100 EACH MONTH THEREAFTER UNTIL COMPLETION</p> <p>(End of narrative F002)</p>																			
0002	<p>NSN: 5965-01-419-5982 FSCM: 80063 PART NR: A3206343 SECURITY CLASS: Unclassified</p>																			
0002AA	<p><u>BOOM, MICROPHONE - YEAR 2</u></p> <p>NOUN: BOOM, MICROPHONE</p> <p><u>RANGE QUANTITIES YEAR 2</u></p> <table><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>1</td><td>49</td><td>\$</td></tr><tr><td>50</td><td>200</td><td>\$</td></tr><tr><td>201</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>1000</td><td>\$</td></tr></table> <p>RANGE QUANTITIES ARE SET FORTH ABOVE.</p> <p>THIS IS A FIVE (5) YEAR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT. SEE CLAUSES IN SECTION I, ENTITLED "ORDERING" (FAR 52,216-18) AND "ORDERING LIMITATIONS" (FAR 52.216-19)</p> <p>SUPPLY YEAR WILL CONSIST OF 12 MONTHS COMMENCING FROM THE DATE OF AWARD THROUGH 12 MONTHS THEREAFTER. (DATES PROVIDED UPON AWARD) SEE SECTION M FOR EVALUATION FORMULA.</p> <p>THE RANGE/QUANTITIES AS NOT TO BE CONSTRUED AS YEARLY REQUIREMENTS.</p> <p>(End of narrative B001)</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	49	\$	50	200	\$	201	500	\$	501	1000	\$		EA	\$ _____	\$ _____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Military LEVEL PACKING: Minimal</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SUPPLIES WILL BE ORDERED BY ISSUANCE OF DELIVERY ORDERS. EACH DELIVERY ORDER SHALL SET FORTH QUANTITY, DESCRIPTION, DELIVERY SCHEDULE, SHIPPING INSTRUCTIONS AND UNIT PRICE.</p> <p>(End of narrative F001)</p> <p><u>DELIVERY SCHEDULE</u></p> <p>50 EACH 90 DAYS AFTER AWARD OF CONTRACT 100 EACH MONTH THEREAFTER UNTIL COMPLETION</p> <p>(End of narrative F002)</p>																			
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0003AA	<p><u>BOOM, MICROPHONE - YEAR 3</u></p> <p>NOUN: BOOM, MICROPHONE</p> <p><u>RANGE QUANTITIES    YEAR 3</u></p> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>49</td><td>\$</td></tr><tr><td>50</td><td>200</td><td>\$</td></tr><tr><td>201</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>1000</td><td>\$</td></tr></table> <p>RANGE QUANTITIES ARE SET FORTH ABOVE.</p> <p>THIS IS A FIVE (5) YEAR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT. SEE CLAUSES IN SECTION I, ENTITLED "ORDERING" (FAR 52,216-18) AND "ORDERING LIMITATIONS" (FAR 52.216-</p>	FROM	TO	UNIT PRICE	1	49	\$	50	200	\$	201	500	\$	501	1000	\$		EA	\$ _____	\$ _____
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0004	NSN: 5965-01-419-5982 FSCM: 80063 PART NR: A3206343 SECURITY CLASS: Unclassified				
0004AA	<p><u>BOOM, MICROPHONE - YEAR 4</u></p> <p>NOUN: BOOM, MICROPHONE</p> <p><u>RANGE QUANTITIES YEAR 4</u></p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div><div><div>FROM</div><div>TO</div><div>UNIT PRICE</div></div><div><div>1</div><div>49</div><div>\$</div></div><div><div>50</div><div>200</div><div>\$</div></div><div><div>201</div><div>500</div><div>\$</div></div><div><div>501</div><div>1000</div><div>\$</div></div></div></div> <div><div>RANGE QUANTITIES ARE SET FORTH ABOVE.</div><div>THIS IS A FIVE (5) YEAR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT. SEE CLAUSES IN SECTION I, ENTITLED "ORDERING" (FAR 52.216-18) AND "ORDERING LIMITATIONS" (FAR 52.216-19)</div><div>SUPPLY YEAR WILL CONSIST OF 12 MONTHS COMMENCING FROM THE DATE OF AWARD THROUGH 12 MONTHS THEREAFTER. (DATES PROVIDED UPON AWARD) SEE SECTION M FOR EVALUATION FORMULA.</div><div>THE RANGE/QUANTITIES AS NOT TO BE CONSTRUED AS YEARLY REQUIREMENTS.</div><div>(End of narrative B001)</div><div>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Military LEVEL PACKING: Minimal</div><div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Destination</div><div>SUPPLIES WILL BE ORDERED BY ISSUANCE OF DELIVERY ORDERS. EACH DELIVERY ORDER SHALL SET FORTH QUANTITY, DESCRIPTION, DELIVERY SCHEDULE, SHIPPING INSTRUCTIONS AND UNIT PRICE.</div><div>(End of narrative F001)</div><div>DELIVERY SCHEDULE  50 EACH 90 DAYS AFTER AWARD OF CONTRACT 100 EACH MONTH THEREAFTER UNTIL COMPLETION  (End of narrative F002)</div></div>				
0005	NSN: 5965-01-419-5982				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0005AA	FSCM: 80063 PART NR: A3206343 SECURITY CLASS: Unclassified																			
	<u>BOOM, MICROPHONE - YEAR 5</u>		EA	\$ _____	\$ _____															
	NOUN: BOOM, MICROPHONE																			
	<u>RANGE QUANTITIES YEAR 5</u>																			
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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 10 of 39</b>
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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.6900	ORDER OF PRECEDENCE, ISSUE OF SPECIFICATIONS (STATEMENT OF WORK)	SEP/2003

1. The documents listed at Attachment 001 are directly cited within this solicitation/contract and are furnished at Section J. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents cited at Attachment 001 govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modifications/Exceptions to Listed Specifications and Drawings' in Section C. When necessary, copies of cancelled or superseded specifications and/or standards applicable to this solicitation/contract are furnished at Section J (also see provision entitled 'Cancelled Specification Reinstated' in Section C).

3. When applicable, a list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract is furnished at Attachment 001. The contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs unless explicitly stated elsewhere in this solicitation/contract. The issue of the Data Item Description (DID) listed in the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) is no longer being published. The DID is available online at <http://astimage.daps.dla.mil/online/new/>. After login to ASSIST-Online click on DIDS in the left frame menu to access the Data Item descriptions; then click on the DIDS browser. When necessary, copies of canceled or superseded Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all directly cited and subsequent referenced documents. Unless stated explicitly elsewhere in this solicitation/contract, the issue of these documents is that which appears in the hard copy edition of the Department of Defense Index of Specification and Standards (DoDISS), dated 01 January 2004. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between this provision and other contractual requirements.

5. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications, Standards and Data Item Descriptions listed in the DoDISS. Obtain these documents from:

DODSSP  
Building 4/Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
  
FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards, and Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959

NOTE: You may also obtain Specification and Standard Information via the Defense Standardization Program Office Webpage, <http://www.dodssp.daps.mil> Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. The ASSIST-Online Website is located at: <http://assist.daps.mil>

6. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 11 of 39</b>
<b>Name of Offeror or Contractor:</b>		

(2) The bidder/offeror/contractor shall utilize the documents (35mm aperture card or digital computerized files) copies of the drawings supplied with this solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these documents contain all drawings cited in Attachment -6-, excluding drawings for those items which will be government-furnished for incorporation into the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will certify that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such certification prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 6.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

7. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
- b. The identification of such parts is inconsistent, or
- c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that time.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

(N/A) effective date of contract.

(X) date of contract award.

(End of clause)

C-2	52.6905	DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK)	JUL/1999
1. The Document Summary List (DSL) (Attachment Nr 003) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.			
2. The issue(s) (i.e., number, revision, title and issuance date) of the documents specified in the DSL govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modification/Exceptions to Listed Specifications and Drawings.'			
3. The Document Summary List is presented in the following format:			
DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE			

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 12 of 39</b>
<b>Name of Offeror or Contractor:</b>		

DOCUMENT NAME  (CONTRACT REFERENCE)	DOCUMENT TITLE	DOCUMENT DATE
APPLICABLE TAILORING		DOCUMENT CATEGORY

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all applicable documents. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between the DSL and other contractual requirements.

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) dated 01 January 2004 or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L) dated 03 December 2003. When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

b. Should the DSL fail to identify a first tier document with its revision level, date and/or approved changes, the issue of the document(s) shown in the DoDISS and Supplement cited above applies. Unless otherwise specified in this solicitation/contract, such documents shall be considered as Category 2 (see paragraph 5 below).

5. The following document categories apply:

a. Category 1. The requirements contained in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation/contract, all requirements contained in referenced and subsequently referenced documents are contractually applicable for guidance and information only.

b. Category 2. The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in subsequently referenced documents within reference documents are contractually applicable for guidance and information only.

c. Category 3. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified in the higher-tiered document.

6. When applicable, the drawings and product specifications cited on the DSL are furnished with this solicitation/contract at Section J. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications and Standards listed in the DODISS and Data Item Descriptions listed in the AMSDL. Obtain these documents from:

DODSSP  
 Building 4/Section D  
 700 Robbins Avenue  
 Philadelphia, PA 19111-5094  
  
 FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials  
 100 Barr Harbor Drive  
 West Conshohocken, PA 19248-2959

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 13 of 39</b>
<b>Name of Offeror or Contractor:</b>		

7. Tailoring. In case of conflict regarding applicable tailoring between the DSL and other requirements contained in this solicitation/contract, the order of precedence is:

- (1) Product Specification;
- (2) Statement of Work;
- (3) Data Item Description/Modification;
- (4) Document Summary List.

8. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) When documents (35mm aperture cards or digital computerized files) are furnished, the bidder/offeror/contractor shall utilize the document copies of the drawings supplied with the solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these aperture cards contain all drawings cited in the DSL, excluding drawings for those items which will be government-furnished for incorporation in the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will acknowledge that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such acknowledgement prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 8.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

9. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
- b. The identification of such parts is inconsistent, or
- c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that item.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC,' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page</b> 14 <b>of</b> 39
<b>Name of Offeror or Contractor:</b>		

(N/A) effective date of contract.

(x) date of contract award.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 15 of 39
	PIIN/SIIN W15P7T-04-B-F422MOD/AMD	
Name of Offeror or Contractor:		

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1	52.7041	CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING
		APR/1999
<p>(a) Commercial packaging may be acceptable provided such packaging meets all conditions of the level of protection specified in the Section D clause entitled, 'Standard Practice for Commercial Packaging.' The Contractor must submit a copy of the specifications for the proposed alternate packaging to the Contracting Officer. The submission must include statements that the proposed alternate packaging will meet the requirements as stated below.</p> <p>(b) The alternate commercial packaging must provide the same level of protection against physical and environmental damage as the packaging specified in the Section D clause entitled 'Standard Practice for Commercial Packaging.'</p> <p>(c) The alternate commercial packaging will be marked to the level it meets. (No less than that required by the Section D clause above).</p> <p>(d) Acceptability of alternate commercial packaging is contingent upon:</p> <p>(1) Meeting the requirements of paragraphs a, b and c, above;</p> <p>(2) No increase in size and/or weight;</p> <p>(3) No delay in delivery;</p> <p>(4) Testing in accordance Appendix F of MIL-STD-2073-1C, Standard Practice For Military Packaging, 1 October 1996, and</p> <p>(5) No increase in packaging charges.</p> <p>(e) When the alternate commercial packaging is found to be acceptable by the CECOM Packaging Branch, the following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):</p> <p>The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract_____. These materials have been approved and accepted for use by HQ CECOM.</p> <p>(End of clause)</p>		

D-2	52.7043	STANDARD PRACTICE FOR COMMERCIAL PACKAGING	APR/1999
<p>Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:</p> <p>a. Maximum of 100 unit packs per intermediate container.</p> <p>b. Maximum net load of 40 pounds.</p> <p>c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches</p>			

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959.

D-3	52.7044	STANDARD PRACTICE FOR COMMERCIAL PACKAGING (FOR DRAWINGS, SOFTWARE,	APR/1999
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CONTINUATION SHEET	Reference No. of Document Being Continued		Page 16 of 39
	PIIN/SIIN W15P7T-04-B-F422	MOD/AMD	

Name of Offeror or Contractor:

AND OTHER DATA)

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19248-2959.

D-4                      52.7047                      BAR CODE MARKING                      OCT/2001  
Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.



Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996) AND ALTERNATE I (JUL 1985)	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 18 of 39</b>
<b>Name of Offeror or Contractor:</b>		

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991

F-4            52.211-16            VARIATION IN QUANTITY            APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

- (b) The permissible variation shall be limited to:
- 0 Percent increase
- 0 Percent decrease

This increase or decrease shall apply to ALL.

F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
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(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-B-F422 MOD/AMD	Page 19 of 39
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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate	OCT/2003

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

G-2	52.7025	PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
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1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: -1-  
(City, County, State)

Packaging and Packing: -2-  
(City, County, State)

Shipping Point (at or near): -3-  
(Street Address, City, State, Zip Code)

Producing facilities: -4-  
(Owner, Street Address, City, State, Zip Code)

Operator: -5-  
(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-  
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

G-3	52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
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Project Designation: N/A

Initiating Activity: CHIT LEE\_  
(Item/Project Manager)

Controlled Item Report Requirements: N/A

Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W15P7T-04-B-F422      <b>MOD/AMD</b></p>	<p align="right"><b>Page 20 of 39</b></p>
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**Name of Offeror or Contractor:**

Name: KIM TAFE

Organization Code: AMSEL-ACCB-RT-H (TAF)\_

Telephone Area Code and No.: (732)427-1583

DSN/Autovon No.: 987-1583

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: -9-

Address: -10-

(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

G-4                      52.7080                      DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)                      NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

<https://ecweb.dfas.mil>.

Vendor authentication includes user ID and passwords. User Guides are available at

<http://www.dfas.mil/ecedi/>.

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 21 of 39</b>
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
H-2	52.6110	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL	JUN/1999

(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: MICROSOFT OFFICE PRODUCTS.

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters  
Requests for Proposals under the contract  
Price Issues (except contractor pricing data)  
Contract Data Requirements List Submittals  
Contract Data Requirements List Comments  
Approvals/Disapprovals by the Government  
Technical Evaluations of Contract Items  
Clarifications  
Configuration Control  
Drawings (not to exceed 1/2 megabyte)  
Revised Shipping Instructions  
Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

(i) The Contracting Officer's e-mail address is: joyce.ambrose@mail1.monmouth.army.mil  
The Contract Specialist's e-mail address is kim.tafe@mail1.monmouth.army.mil  
The Technical Point of Contact's e-mail address is: chit.lee@mail1.monmouth.army.mil

(End of clause)

H-3	52.6115	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F	APR/1999
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(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 22 of 39</b>
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**Name of Offeror or Contractor:**

<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Commander, US Army CECOM, ATTN:AMSEL-LC-COM-R-VI (LEE) Fort Monmouth, NJ 07703-5000	1
Commander, US Army CECOM, ATTN:AMSEL-ACCB-RT-H (TAF) Fort Monmouth, NJ 07703-5000	1

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

H-4                      52.7301                      ORDERING AUTHORITY                      APR/2000  
CECOM reserves the right to issue Delivery Orders on behalf of any DOD component.  
Ordering Officers are authorized to issue Delivery Orders under this contract.

H-5                      52.7302                      ORDERING OFFICER AUTHORITY                      SEP/2003  
The authority of the Ordering Officers shall be to place Delivery Orders within the quantity and at the prices established for that quantity set forth at each Sub Line Item Number (SLIN) in the contract. Ordering Officers are not authorized to negotiate or change any terms or conditions of the contract. As such, Ordering Officers cannot make any changes to the specifications, statements of work, unit price(s), quality, quantity, delivery schedules or, alter the terms and conditions of any contract against which they place Delivery Orders. Ordering Officers may not perform any post award functions beyond Delivery Order obligation and distribution. Reference Army Federal Acquisition Regulation Supplement (AFARS) 5101.602-2-90.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-B-F422 MOD/AMD	Page 23 of 39
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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-2	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-3	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-4	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-5	52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN/1986
I-6	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-7	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-8	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
I-9	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-10	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
I-11	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	JAN/2004
I-12	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-13	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-14	52.227-03	PATENT INDEMNITY	APR/1984
I-15	52.227-09	REFUND OF ROYALTIES	APR/1984
I-16	52.232-01	PAYMENTS	APR/1984
I-17	52.232-08	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-18	52.232-11	EXTRAS	APR/1984
I-19	52.232-17	INTEREST	JUN/1996
I-20	52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986) AND ALTERNATE I (APR 1984)	JAN/1986
I-21	52.232-25	PROMPT PAYMENT	OCT/2003
I-22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-23	52.233-1	DISPUTES	JUL/2002
I-24	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-25	52.243-01	CHANGES - FIXED PRICE	AUG/1987
I-26	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-27	52.249-01	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-28	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-29	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-30	252.225-7001	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM	APR/2003
I-31	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-32	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-33	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-34	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-35	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-36	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-37	52.204-7	CENTRAL CONTRACTOR REGISTRATION ALTERNATE 1	NOV/2003
IP6852	52.204-7	Central Contractor Registration Alternate 1.	

As prescribed in 4.1104, use the following clause:

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and  
(2) The Government has validated all mandatory data fields and has marked the record ``Active''.

(b)(1) The Contractor shall be registered in the CCR database by ----- [Contracting Officer shall insert a date no later than December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 24 of 39</b>
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**Name of Offeror or Contractor:**

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I-38

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 50;

(2) Any order for a combination of items in excess of 50; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 25 of 39</b>
<b>Name of Offeror or Contractor:</b>		

the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-39                      52.216-21                      REQUIREMENTS                      OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as 'estimated' or 'maximum' in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

"(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ALL OUTSTANDING ORDERS HAVE BEEN COMPLETED AND DELIVERED.

(End of clause)

I-40                      52.216-22                      INDEFINITE QUANTITY                      OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the 'maximum.' The Government shall order at least the quantity of supplies or services designated in the Schedule as the 'minimum.'

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ALL OUTSTANDING ORDERS HAVE BEEN COMPLETED AND DELIVERED.

(End of clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 26 of 39</b>
<b>Name of Offeror or Contractor:</b>		

I-4152.252-02CLAUSES INCORPORATED BY REFERENCEFEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	STATEMENT OF WORK, NSN: 5965014195982	12-DEC-2003	006	DATA
Attachment 002	DRAWING NO. A3206343	01-JAN-1997		DATA
Attachment 003	SPECIAL PACKAGING INSTRUCTIONS	06-FEB-2004	005	DATA
Regulatory Cite	Title	Date		

J-152.6010CONVENIENCE ENCLOSURESAPR/1984

Enclosed for your convenience (yes/no) at time of solicitation is/are the following, as indicated:

ENCLOSED	
DD Form 1425, Specifications and Standards Request	-1-
DRSEL-PC 5076-1, Pre-Addressed Return Label	-2-
Fort Monmouth Vicinity Sketch and Information Map	-3-

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 28 of 39</b>
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) & ALT I (APR 2002)	APR/2002

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It \_\_\_is, \_\_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.  
[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 29 of 39</b>
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**Name of Offeror or Contractor:**

Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 30 of 39</b>
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**Name of Offeror or Contractor:**

(End of Provision)

K-2      52.203-2      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION      APR/1985  
(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-3      52.204-3      TAXPAYER IDENTIFICATION      OCT/1998  
(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 31 of 39</b>
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**Name of Offeror or Contractor:**

accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

( ) TIN:\_\_\_\_\_.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of a Federal Government;

( ) Other. State basis.\_\_\_\_\_

(e) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt):

( ) Corporate entity (tax-exempt):

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other \_\_\_\_\_.

(f) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

(End of Provision)

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

K-4                      52.207-4                      ECONOMIC PURCHASE QUANTITY--SUPPLIES                      AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Name of Offeror or Contractor:

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K-552.209-5CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERSDEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \* has not \*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;"> <b>PIIN/SIIN</b> W15P7T-04-B-F422      <b>MOD/AMD</b> </p>	<p style="text-align: center;"><b>Page 33 of 39</b></p>
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**Name of Offeror or Contractor:**

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-6                    52.214-02                    Deleted--DO NOT USE ---TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING                    JUL/1987

(This provision has been deleted and reserved per FAC 97-09)

The bidder, by checking the applicable box, represents that--

(a) It operates as ( ) a corporation incorporated under the laws of the State of \_\_\_\_\_, ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a joint venture; or

(b) If the bidder is a foreign entity, it operates as ( ) an individual, ( ) a partnership, ( ) a nonprofit organization, ( ) a joint venture; or ( ) a corporation, registered for business in \_\_\_\_\_(country).

K-7                    52.214-14                    PLACE OF PERFORMANCE-SEALED BIDDING                    APR/1985

(a) The bidder, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks 'intends' in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
_____	_____
_____	_____
_____	_____

(End of provision)

K-8                    52.215-6                    PLACE OF PERFORMANCE                    OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or respondent
--	--

(End of provision)

K-9                    52.219-2                    EQUAL LOW BIDS                    OCT/1995

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-B-F422 MOD/AMD	Page 34 of 39
Name of Offeror or Contractor:		

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

K-1052.222-22PREVIOUS CONTRACTS AND COMPLIANCE REPORTSFEB/1999

The offeror represents that-

- (a) it ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, -filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-1152.222-25AFFIRMATIVE ACTION COMPLIANCEAPR/1984

(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-1252.227-06ROYALTY INFORMATIONAPR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

"(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K-13252.217-7026IDENTIFICATION OF SOURCES OF SUPPLYNOV/1995

(a) The government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it

Name of Offeror or Contractor:

acquires.

"(b) The apparently successful offeror agrees to complete and submit the following table before award:

TABLE

National Stock		Commercial Item	Source of Supply		Part No.	Actual Mfg
Line Items	Number	(Y or N)	Company	Address		
(1)	(2)	(3)	(4)	(4)	(5)	(6)

"(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list 'none'.

(3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

K-14 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003  
(a) Definitions.

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and  
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products:

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 36 of 39
	PIIN/SIIN W15P7T-04-B-F422	MOD/AMD	
Name of Offeror or Contractor:			

Line Item Number	Country of Origin (If known)
<div></div>	<div></div>
(End of provision)	

K-15

252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 37 of 39**

PIIN/SIIN W15P7T-04-B-F422

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-01	SOLICITATION DEFINITIONS - SEALED BIDDING	APR/2002
L-2	52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS	APR/2002
L-3	52.214-04	FALSE STATEMENTS IN BIDS	APR/2002
L-4	52.214-5	SUBMISSION OF BIDS	MAR/1997
L-5	52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	APR/1984
L-6	52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	NOV/1999
L-7	52.214-9	RESERVED per FAC 2001-15	AUG/2003
L-8	52.214-10	CONTRACT AWARD - SEALED BIDDING	JUL/1990
L-9	52.214-12	PREPARATION OF BIDS	APR/1984
L-10	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-11	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.  
(End of Provision)

L-12 52.233-2 SERVICE OF PROTEST AUG/1996  
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-13 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998  
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):  
<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Provision)

L-14 52.XXXX AMC-LEVEL PROTEST PROGRAM SEP/1998  
If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile Number: (703) 617-4999/5680  
Voice Number: (703) 617-8176

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W15P7T-04-B-F422 <b>MOD/AMD</b>	<b>Page 38 of 39</b>
<b>Name of Offeror or Contractor:</b>		

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel(CC).

The CC website address is:

http: //www.amc.army.mil/amc/command\_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of Clause)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

Regulatory Cite	Title	Date
M-1 52.7300	TREATMENT OF DUTIES IN THE EVALUATION OF BIDS/OFFERS	APR/1992
a. Duty will be <u>excluded</u> from the evaluation of a foreign source bid/offer if the foreign source is an FMS/Offset Arrangement country, DFARS 225.7307 or a NATO cooperative project participant, DFARS 225.871.		

1. An 'FMS/Offset country' is a foreign country which has an offset arrangement negotiated in conjunction with a Foreign Military Sale and which arrangement provides for obtaining a waiver of the Buy American Act restrictions on a case-by-case basis.

2. Cooperative project authority allows departments or agencies, that have authority to do so, to enter into a cooperative project agreement with NATO or with one or more member countries of that organization under DoDD 5530.3, International Agreements.

b. However, in the case of designated country end products under DFARS 225.4 (unless the designated country is also a NATO cooperative project participant or an FMS/Offset Arrangement country), it can be concluded the duty is to be included in the price for evaluation, since there is no specific coverage of duty. Designated countries are the countries designated in the Trade Agreement Act of 1979. The list of designated countries appears at FAR 25.003.